

---

<b>State:</b>	District of Columbia	<b>Filing Company:</b>	The Prudential Insurance Company of America
<b>TOI/Sub-TOI:</b>	L04G Group Life - Term/L04G.500 Other		
<b>Product Name:</b>	PF: SPR, GR Fees and Rates		
<b>Project Name/Number:</b>	SPR, GR Fees and Rates/		

## Filing at a Glance

Company:	The Prudential Insurance Company of America
Product Name:	PF: SPR, GR Fees and Rates
State:	District of Columbia
TOI:	L04G Group Life - Term
Sub-TOI:	L04G.500 Other
Filing Type:	Form
Date Submitted:	05/02/2018
SERFF Tr Num:	PRUD-131484583
SERFF Status:	Closed-APPROVED
State Tr Num:	
State Status:	
Co Tr Num:	GRIN-83500 SPR 5035 ET AL-LIFE-DS-DC
Implementation	On Approval
Date Requested:	
Author(s):	Philip Miraldo, Donna Sousa, Stacee Smith
Reviewer(s):	John Rielley (primary)
Disposition Date:	05/08/2018
Disposition Status:	APPROVED
Implementation Date:	05/08/2018

**State:** District of Columbia  
**TOI/Sub-TOI:** L04G Group Life - Term/L04G.500 Other  
**Product Name:** PF: SPR, GR Fees and Rates  
**Project Name/Number:** SPR, GR Fees and Rates/

**Filing Company:** The Prudential Insurance Company of America

## General Information

Project Name: SPR, GR Fees and Rates	Status of Filing in Domicile:
Project Number:	Date Approved in Domicile:
Requested Filing Mode: Review & Approval	Domicile Status Comments:
Explanation for Combination/Other:	Market Type: Group
Submission Type: New Submission	Group Market Size: Small and Large
Group Market Type: Employer, Association, Discretionary, Trust, Other	Explanation for Other Group Market Type: Credit Union, Labor Union
Overall Rate Impact:	Filing Status Changed: 05/08/2018
	State Status Changed:
Deemer Date:	Created By: Donna Sousa
Submitted By: Donna Sousa	Corresponding Filing Tracking Number:

### Filing Description:

We submit, for filing, the group insurance forms listed below. These are new forms and are not intended to replace any previously filed forms. The variable material in these forms have been indicated by brackets and is subject to change as described in the applicable Explanations of Variable Language.

### Form Number / Description

83500 SPR 5035 / Schedule of Premium Rates and Fees  
83500 GR 5293 / General Rules

**Description of Filing.** We are updating our Schedule of Premium Rates and Fees and our General Rules contract forms to add information which had previously been filed as an endorsement for fees and rate changes.

**Combination Filing.** The forms in this submission are combination forms for use with more than one Type of Insurance (TOI) and Sub-Type of Insurance (Sub-TOI). Therefore, we are submitting a separate filing for each applicable TOI and Sub-TOI.

**Intended Use.** These forms may be used with our 83500 series of forms and any other appropriate group insurance forms on file with the Department.

**Readability Certification.** We certify that, in our judgment, the forms in this submission meet the objective standards as to policy language simplification of Sections 31-4725 through 31-4727 of the District of Columbia Insurance Code. According to the computer service to which we subscribe, the Flesch test score for each form is at least 40.

**Deemer.** We will place these forms in use 30 days after the date you receive this filing unless we receive affirmative acknowledgment or disapproval.

If there are any questions regarding this filing, please feel free to call Donna Sousa at 973-548-6487.

## Company and Contact

### Filing Contact Information

Joanne Spruill, Director	joanne.spruill@prudential.com
80 Livingston Ave	973-548-6196 [Phone]
Roseland, NJ 07068	

**SERFF Tracking #:** PRUD-131484583    **State Tracking #:**

**Company Tracking #:** GRIN-83500 SPR 5035 ET AL-  
LIFE-DS-DC

---

<b>State:</b>	District of Columbia	<b>Filing Company:</b>	The Prudential Insurance Company of America
<b>TOI/Sub-TOI:</b>	L04G Group Life - Term/L04G.500 Other		
<b>Product Name:</b>	PF: SPR, GR Fees and Rates		
<b>Project Name/Number:</b>	SPR, GR Fees and Rates/		

### Filing Company Information

The Prudential Insurance Company of America 751 Broad Street Newark, NJ 07102-3777 (973) 802-6000 ext. [Phone]	CoCode: 68241 Group Code: 304 Group Name: FEIN Number: 22-1211670	State of Domicile: New Jersey Company Type: Life State ID Number:
--	--	---

---

### Filing Fees

Fee Required?	No
Retaliatory?	No
Fee Explanation:	

<b>SERFF Tracking #:</b>	PRUD-131484583	<b>State Tracking #:</b>		<b>Company Tracking #:</b>	GRIN-83500 SPR 5035 ET AL-LIFE-DS-DC
--------------------------	----------------	--------------------------	--	----------------------------	--------------------------------------

<b>State:</b>	District of Columbia	<b>Filing Company:</b>	The Prudential Insurance Company of America
<b>TOI/Sub-TOI:</b>	L04G Group Life - Term/L04G.500 Other		
<b>Product Name:</b>	PF: SPR, GR Fees and Rates		
<b>Project Name/Number:</b>	SPR, GR Fees and Rates/		

## Correspondence Summary

### Dispositions

Status	Created By	Created On	Date Submitted
APPROVED	John Rielley	05/08/2018	05/08/2018

### Filing Notes

Subject	Note Type	Created By	Created On	Date Submitted
Deemer	Note To Reviewer	Donna Sousa	05/08/2018	05/08/2018
Deemer	Note To Filer	John Rielley	05/08/2018	05/08/2018

<b>SERFF Tracking #:</b>	PRUD-131484583	<b>State Tracking #:</b>		<b>Company Tracking #:</b>	GRIN-83500 SPR 5035 ET AL-LIFE-DS-DC
<hr/>					
<b>State:</b>	District of Columbia	<b>Filing Company:</b>	The Prudential Insurance Company of America		
<b>TOI/Sub-TOI:</b>	L04G Group Life - Term/L04G.500 Other				
<b>Product Name:</b>	PF: SPR, GR Fees and Rates				
<b>Project Name/Number:</b>	SPR, GR Fees and Rates/				

## Disposition

Disposition Date: 05/08/2018

Implementation Date: 05/08/2018

Status: APPROVED

Comment:

Rate data does NOT apply to filing.

Schedule	Schedule Item	Schedule Item Status	Public Access
Form	Schedule of Premium Rates and Fees	APPROVED	Yes
Form	General Rules	APPROVED	Yes

**SERFF Tracking #:** PRUD-131484583    **State Tracking #:**

**Company Tracking #:** GRIN-83500 SPR 5035 ET AL-  
LIFE-DS-DC

**State:** District of Columbia  
**TOI/Sub-TOI:** L04G Group Life - Term/L04G.500 Other  
**Product Name:** PF: SPR, GR Fees and Rates  
**Project Name/Number:** SPR, GR Fees and Rates/

**Filing Company:** The Prudential Insurance Company of America

## Note To Reviewer

**Created By:**

Donna Sousa on 05/08/2018 10:39 AM

**Last Edited By:**

Donna Sousa

**Submitted On:**

05/08/2018 10:39 AM

**Subject:**

Deemer

**Comments:**

Will do, thank you!

Donna

**SERFF Tracking #:** PRUD-131484583    **State Tracking #:**

**Company Tracking #:** GRIN-83500 SPR 5035 ET AL-  
LIFE-DS-DC

**State:** District of Columbia  
**TOI/Sub-TOI:** L04G Group Life - Term/L04G.500 Other  
**Product Name:** PF: SPR, GR Fees and Rates  
**Project Name/Number:** SPR, GR Fees and Rates/

**Filing Company:** The Prudential Insurance Company of America

## Note To Filer

**Created By:**

John Rielley on 05/08/2018 10:12 AM

**Last Edited By:**

John Rielley

**Submitted On:**

05/08/2018 10:12 AM

**Subject:**

Deemer

**Comments:**

You might want to reread deemer language in code.

<b>State:</b>	District of Columbia	<b>Filing Company:</b>	The Prudential Insurance Company of America
<b>TOI/Sub-TOI:</b>	L04G Group Life - Term/L04G.500 Other		
<b>Product Name:</b>	PF: SPR, GR Fees and Rates		
<b>Project Name/Number:</b>	SPR, GR Fees and Rates/		

## Form Schedule

### Lead Form Number: 83500 SPR 5035

Item No.	Schedule Item Status	Form Name	Form Number	Form Type	Form Action	Action Specific Data	Readability Score	Attachments
1	APPROVED 05/08/2018	Schedule of Premium Rates and Fees	83500 SPR 5035	POLA	Initial		48.000	83500 SPR 5035.pdf
2	APPROVED 05/08/2018	General Rules	83500 GR 5293	POLA	Initial		50.000	83500 GR 5293.pdf

### Form Type Legend:

<b>ADV</b>	Advertising	<b>AEF</b>	Application/Enrollment Form
<b>CER</b>	Certificate	<b>CERA</b>	Certificate Amendment, Insert Page, Endorsement or Rider
<b>DDP</b>	Data/Declaration Pages	<b>FND</b>	Funding Agreement (Annuity, Individual and Group)
<b>MTX</b>	Matrix	<b>NOC</b>	Notice of Coverage
<b>OTH</b>	Other	<b>OUT</b>	Outline of Coverage
<b>PJK</b>	Policy Jacket	<b>POL</b>	Policy/Contract/Fraternal Certificate
<b>POLA</b>	Policy/Contract/Fraternal Certificate: Amendment, Insert Page, Endorsement or Rider	<b>SCH</b>	Schedule Pages



# 1 Schedule of Premium Rates [and Fees]

[G-XXXXX]

## Classes of [Employees] to which this Schedule applies:

[All Classes]

<div>2</div> [Applicable Coverage]	Monthly Rate Per Employee
All Coverages	The premium rates in effect on the Contract Date are those determined by Prudential. Those rates will be shown on the billing notice(s) sent to the Contract Holder (subject to any subsequent corrections).]

## 3 [Fees]

At the Contract Holder's request, Prudential may:

- (1) collect fees from the Contract Holder;
- (2) pay fees to the appropriate entity or entities.

In addition, Prudential may reimburse the Contract Holder for reasonable expenses incurred in the administration of this Group Contract.

Fees are payments made to the entity providing service(s) related to this Group Contract.

The Contract Holder's monthly payment to Prudential is equal to the accrued and unpaid premium and any fees.

The premium rate and any fees may be adjusted at any time during the terms of the Group Contract, regardless of an existing rate guarantee, to reflect changes to the commissions or fees paid, if any, to:

- (1) Prudential;
- (2) the insurance producer for this Group Contract;
- (3) any other agent of the Contract Holder; or
- (4) the Contract Holder.]

## 4 [PERFORMANCE LEVELS]

Prudential and the Contract Holder shall, from time to time, establish the performance service levels for each of the services to be measured, which may include, without limitation, standards for plan administration, customer service, phone service and abandonment rates, and timeliness of enrollment, underwriting and claim transactions. Prudential and the Contract Holder shall mutually agree upon a process for determining whether such performance levels have been met and the

amount of any such credit that shall be made as a result of failure to meet such performance levels. Unless Prudential and the Contract Holder mutually agree to another process or timeline, a review of Prudential's performance will be done at the end of each calendar year and any applicable credit will be made on a date determined by Prudential.

Any amounts so credited shall be made by means of an adjustment to retention, or, at the option of the Contract Holder, shall be paid directly by check to the Contract Holder or to a trustee or other party at the Contract Holder's direction.

To the extent any portion of the amounts credited or paid to the Contract Holder is required by law (including the Employee Retirement Income Security Act of 1974, as amended) to be used or applied solely for the benefit of Employees covered under this Group Contract, the Contract Holder agrees to use or apply such portion solely for the benefit of such Employees and to otherwise comply with any of its obligations under ERISA or other applicable law. Any credited amounts due and unpaid at the termination of the Group Contract shall be transferred to the Contract Holder or to a trustee or other party at the Contract Holder's direction for use in connection with the Contract Holder's health and welfare programs. Upon transfer, Prudential shall have no responsibility for the use and/or allocation of any such funds, nor shall Prudential have any continuing obligations under this provision relating to performance levels. This provision does not create any third party beneficiary rights in any insured or other person.]

## **The Prudential Insurance Company of America**

### **Explanation of Variable Language for**

#### **83500 SPR 5035**

There are two types of variable material set forth in brackets within this contract. These types are:

- A. Illustrative material; and
- B. Specific variable material.

**Illustrative material** consists of any entries such as classes eligible, coverage names and numbers which may be varied.

The term "Contract Holder" may be replaced by "Employer", "Administrator", the client's legal name or other appropriate term.

The term "Employee" may be replaced by the term "Participant", "Member" or other appropriate term describing a member of the group insured.

The bracketed references will be appropriately modified to reflect grammatical form.

**Specific variable material** is noted by Marginal Notes. Specific variable material will be changed only as indicated in the Marginal Note explanations shown below. But, illustrative material that appears within specific variable material may be varied as described above.

#### Marginal Notes:

1. This item may be deleted.
2. The coverages included under the Group Contract may be listed with rates shown for each coverage. Rates may be shown on an annual, semi-annual, quarterly or other appropriate basis.
3. This item may be deleted in whole or in part, or revised to describe the terms of the Contract Holder's request.
4. This item may be deleted if performance guarantees have not been agreed upon by Prudential and the Contract Holder. It may also be revised to show a different description of the guarantee.

# General Rules

## **A. PAYMENT OF PREMIUMS - GRACE PERIOD.**

1 Premiums are to be paid by the Contract Holder to Prudential. Each may be paid at a Prudential office or to one of its authorized agents. One is due on each Premium Due Date stated in the Group Contract Schedule. The Contract Holder may pay each premium other than the first [within <31 – 120> days of the Premium Due Date without being charged interest]. Those days are known as the grace period. The Contract Holder is liable to pay premiums to Prudential for the time the Group Contract is in force.

## **B. PREMIUM AMOUNTS.**

The premium due on each Premium Due Date is the sum of the premium charges for the insurance under the Coverages. Those charges are determined from the premium rates then in effect and the [Employees] then insured.

2 [The following will apply if one or more premiums paid include premium charges for an Employee whose insurance has ended before the due date of that premium. Prudential will not have to refund more than the amount of the premium charges for such Employee that were included in the premiums paid for the two month period immediately before the date Prudential receives written notice from the Contract Holder, or the third party administrator to whom the Contract Holder has delegated this task, that the Employee's insurance has ended. This limitation may not apply to any refund that is due to an Employee.]

Premiums may be determined in another way. But it must produce about the same amounts and be agreed to by the Contract Holder and Prudential.

3 [No premium charge will be made for an insured Employee under the Employee Disability Coverage(s) while the Employee:

- (1) is Disabled; and
- (2) is entitled, after the Elimination Period, to benefits under the Long Term Disability Coverage.]

## **C. PREMIUM RATE CHANGES.**

4 The premium rates in effect on the Contract Date are shown in the Group Contract's Schedule of Premium Rates. Prudential has the right to change premium rates[:

- (1) As of any Premium Due Date; and
- (2) As of any date there is a change in the commissions and any fees payable to any of the following:
  - (a) Prudential;
  - (b) the insurance producer of the Group Contract;
  - (c) any other agent of the Contract Holder; or
  - (d) the Contract Holder; and

- (3) As of any date the extent or nature of the risk assumed is changed for any reason, including the reasons shown below:
- (a) A change occurs in the plan design.
  - (b) A division, subsidiary or associated entity is added or deleted.
  - (c) The number of insured persons changes by 10% or more.
  - (d) A new law or a change in any existing law is enacted which applies to this plan.
  - (e) A change occurs in the Covered Classes or the membership rules; and
- (4) As of any date the extent or nature of the risk assumed is changed as a result of a change that occurs in federal or state disability or retirement insurance benefit programs.]

5

[But, unless the Schedule of Premium Rates or an amendment states otherwise, (1) above will not be used to change premium rates:

- for Life Coverages, within 12 months of the Contract Date.
- for Accidental Death and Dismemberment Coverages, within 12 months of the Contract Date.
- for Accident Coverages, within 12 months of the Contract Date.
- for Long Term Disability Coverage, within 12 months of the Contract Date.
- for Short Term Disability Coverage, within 12 months of the Contract Date.]

6

[Prudential will tell the Contract Holder when a change in the premium rates is made.]

7

#### **[D. PREMIUM REFUNDS.**

Prudential will determine the premium refund, if any, allocable to the Group Contract as of each Contract Anniversary, if the Group Contract stays in force by the payment of all premiums to that date. The premium refund will be credited to the Group Contract as of that date. If the Group Contract ends on a date other than a Contract Anniversary, the premium refund, if any, will be determined and credited to the Group Contract as of that date.

Each premium refund will be paid to the Contract Holder in cash unless the Contract Holder asks that it be applied toward the premium then due. The Contract Holder may also leave premium refunds with Prudential, to accumulate to the Contract Holder's credit while the Group Contract stays in force.

Interest for any period, whether a contract year or part of a contract year, will be computed at such rate or rates as determined by Prudential, prospectively, to apply to such period.

**Guaranteed Interest:** The interest credited will be <3% - 10%> per year and will be guaranteed for a period of <12 - 24> months. Prudential may change the guaranteed interest rate after the first <12 - 24> months, but it will never be less than 3%. Any such change in the guaranteed interest rate will be determined prospectively by Prudential and will apply for no less than a <12 - 24> month period, or until all the premium refunds are withdrawn in accordance with the Return of Premium Refunds Provision of this Section, if sooner.

**Excess Interest:** Prudential may credit the premium refunds interest in addition to the guaranteed interest in amounts to be determined from time to time by Prudential.

**Return of Premium Refunds:** The Contract Holder may withdraw premium refunds at any time. Prudential will pay to the Contract Holder, as a return of premium refunds, any part of the premium refunds requested in advance in writing by the Contract Holder. If the Group Contract ends, any premium refunds still left will then be paid to the Contract Holder.

Interest will be credited: (1) as of each Contract Anniversary after the date the Contract Holder elects to leave premium refunds with Prudential; and (2) as of any other date the Group Contract ends.

Prudential's sole liability as to any premium refund is as set forth above.

#### **Non-profit Clause**

This applies if the aggregate premium refunds under the Group Contract and any other group contract(s) of the Contract Holder exceed the aggregate payments toward their cost made from the Contract Holder's own funds. The Contract Holder will see that an amount equal to the excess is applied for the benefit of insured persons.]

### **[E.] END OF THE GROUP CONTRACT OR OF AN INSURANCE.**

**During or at End of Grace Period - Failure to Pay Premiums:** If any premium is not paid by the end of its grace period, the Group Contract will end when the grace period ends. The Contract Holder may write to Prudential, in advance, to ask that the Group Contract be ended at the end of the period for which premiums have been paid or at any time during the grace period. Then the Group Contract will end on the date requested, but in no event will it end before the date Prudential receives the written request from the Contract Holder.

8

**[On a Premium Due Date - Failure to Maintain Insuring Conditions:** On any Premium Due Date, Prudential may end the part of the Group Contract for which the Contract Holder or its delegated administrator has not maintained or provided records requested by Prudential.

On any Premium Due Date, Prudential may also end the part of the Group Contract for Contributory or Non-contributory Employee Insurance or Dependents Insurance under a Coverage if one or more of the following conditions then exists for that part. But notice of its intent to do so must be given to the Contract Holder at least 31 days in advance.

Contributory Insurance: The insured Employees are:

- (1) less than the Minimum Participation Number; or
- (2) less than 75% of the Employees who are eligible to request the insurance; or
- (3) contributing at a rate higher than the maximum, if any, stated in the Group Contract for the insurance.

Non-contributory Insurance: The insured Employees are:

- (1) less than the Minimum Participation Number; or
- (2) contributing for the insurance.

The Minimum Participation Number is shown in the Group Contract Schedule.]

9

**[On a Contract Anniversary:** Prudential may end the Group Contract on any Contract Anniversary. But notice of its intent to do so must be given to the Contract Holder at least 31 days in advance.]

## **[F. CONTINUATION OF THE GROUP CONTRACT.**

This applies if, under the plan design, an Employee or the Employee's Spouse or Domestic Partner may elect to continue insurance under the Coverage when certain events occur, as described in the Group Insurance Certificate. If, on the date the Group Contract would otherwise end, there is at least one person insured under any continuation provision of the Group Contract, the Group Contract will be deemed to continue in effect, but only with respect to those persons and their continued Coverage(s).]

## **G. AGE [OR CLASS OF RISK] ADJUSTMENT.**

If an age [or class of risk] is used to determine the premium charge for an Employee's insurance and the age [or class of risk] is found to be in error, the premium charge for that insurance will then be adjusted to reflect the correct age [or class of risk]. If this adjustment results in a change in the amount of premium, any difference between the premium paid and the premium required on the basis of the correct age [or class of risk] will be paid as follows:

- (1) If the adjustment results in an increased premium, the difference will be paid by the Contract Holder, or the third party administrator to whom the Contract Holder has delegated this task, when notified by Prudential.
- (2) If the adjustment results in a decreased premium, the difference will be refunded by Prudential.

If the change in age [or class of risk] affects the amount of the Employee's insurance under any Coverage, such amount will be changed on the basis of the correct age [or class of risk]. Any premium adjustment will take this into account.]

## **[H. EMPLOYEE'S] CERTIFICATE.**

Prudential will give the Contract Holder an individual certificate to give each insured [Employee]. It will describe the [Employee's] coverage under the Group Contract. It will include (1) to whom Prudential pays benefits, (2) any protection and rights when the insurance ends, and (3) claim rights and requirements.

## **[I.] RECORDS - INFORMATION TO BE FURNISHED.**

Either the Contract Holder[, or the third party administrator to whom the Contract Holder has delegated this task,] or Prudential, as they agree, will keep a record of the insured [Employees]. It will contain the key facts about their insurance.

At the times set by Prudential, the Contract Holder [or its delegated administrator] will send the data required by Prudential to perform its duties under the Group Contract, and to determine the premium rates. All records of the Contract Holder [and of its administrator] which bear on the insurance must be open to Prudential for its inspection at any reasonable time.

Prudential will not have to perform any duty that depends on such data before it is received in a form that satisfies Prudential. The Contract Holder [or its delegated administrator] may correct wrong data given to Prudential, if Prudential has not been harmed by acting on it. [An Employee's] insurance under a Coverage will not be made invalid by failure of the Contract Holder [or its administrator], due to clerical error, to record or report the [Employee] for that insurance.

## **[J.] THE CONTRACT - INCONTESTABILITY OF THE CONTRACT.**

The entire Group Contract consists of: (1) the Group Insurance Certificate(s) listed in the Schedule of Plans, a copy of which is attached to the Group Contract; (2) all modifications and endorsements to

such Group Insurance Certificates which are attached to and made a part of the Group Contract by amendment to the Group Contract; (3) the forms shown in the Table of Contents as of the Contract Date; (4) the Contract Holder's application, a copy of which is attached to the Group Contract; (5) any endorsements or amendments to the Group Contract; and (6) the individual applications, if any, of the persons insured.

No statement of the Contract Holder will be used in any contest of the insurance under the Group Contract.

There will be no contest of the validity of the Group Contract, except for not paying premiums, after it has been in force for one year.

## **[K.] MODIFICATION OF THE GROUP CONTRACT.**

The Group Contract may be amended, at any time, without the consent of the insured [Employees] or of anyone else with a beneficial interest in it. This can be done through written request made by the Contract Holder and agreed to by Prudential. But an amendment will not affect a claim incurred before the date of change.

Only an officer of Prudential has authority: to waive any conditions or restrictions of the Group Contract; or to extend the time in which a premium may be paid; or to make or change a contract; or to bind Prudential by a promise or representation or by information given or received. A Prudential agent is not an officer.

No change in the Group Contract is valid unless shown in:

- (1) an endorsement on it signed by an officer of Prudential; or
- (2) an amendment to it signed by the Contract Holder and by an officer of Prudential.

9

[But, a change in the Group Contract may be made in an amendment to it that is signed only by an officer of Prudential if:

- (a) The amendment reflects a change in the Group Contract that has been automatically made to satisfy the requirements of any state or federal law or regulation that applies to the Group Contract, as provided in the Conformity With Law section. This change is known as a Statutory Amendment.
- (b) The amendment reflects a change in Prudential's administration of its group insurance benefits and is intended to apply to all group insurance contracts which are affected by the change. This change is known as a Portfolio Amendment. Prudential will give the Contract Holder written notice of its intent to make a Portfolio Amendment in the Group Contract at least 31 days in advance of the effective date of the Amendment. When the Group Contract is so amended, payment by the Contract Holder of the next premium due under the Group Contract will constitute acceptance of the Portfolio Amendment, unless the Contract Holder has rejected the Amendment, in writing, prior to its effective date.]

11

## **[L. OTHER GOODS AND SERVICES.**

From time to time, Prudential may offer or provide Covered Persons or their Beneficiaries certain goods and services in addition to the insurance coverage. Prudential also may arrange for third party vendors to provide goods and services at a discount (including without limitation financial counseling services, will preparation services, employee assistance programs, identity theft services, bereavement counseling services, family care services, funeral concierge services, and travel assistance related services) to Covered Persons or their Beneficiaries. Though Prudential may make



the arrangements, the third party vendors are solely liable for providing the goods and services. Prudential shall not be responsible for providing or failing to provide the goods and services to Covered Persons or their Beneficiaries. Further, Prudential shall not be liable to Covered Persons or their Beneficiaries for the negligent provision of the goods and services by third party vendors.]

2

**[M. RELATIONSHIP AMONG PARTIES AFFECTED BY THE GROUP CONTRACT.**

The Contract Holder, its agents, representatives or employees, or any Covered Person under the Group Contract is not the agent or representative of Prudential. Prudential will not be liable for any acts or omissions of the Contract Holder, its agents, representatives or employees or of any Covered Person under the Group Contract. Further, the Contract Holder, its agents, representatives or employees, or any Covered Person under the Group Contract will not be liable for any acts or omissions of Prudential, its agents or employees.]

9

**[N. CONFORMITY WITH LAW.**

If the provisions of the Group Contract do not conform to the requirements of any state or federal law or regulation that applies to the Group Contract, the Group Contract is automatically changed to conform with Prudential's interpretation of the requirements of that law or regulation.]

---

## The Prudential Insurance Company of America

### Explanation of Variable Language for

#### 83500 GR 5293

There are two types of variable material set forth in brackets within this form. These types are:

- A. Illustrative material; and
- B. Specific variable material.

**Illustrative material** consists of any entries such as numbers, percentages and times which may be varied.

Ranges (e.g., percentages, amounts, times) are shown for some illustrative material and are indicated by arrows on the forms. Actual entries will fall within the ranges, but may be revised as appropriate. For example, “30 days” may be changed to “1 month” or “365 days” may be changed to “1 year”.

The term “Contract Holder” may be replaced by “Employer”, the client's legal name or other appropriate term. Following the Term Contract Holder, reference may be added to either the “third party administrator” for whom the Contract Holder has delegated a particular task, or the “licensed producer” to whom the Contract Holder has delegated a particular task.

The terms “person” or “Employee” may be replaced by the term “Participant”, “Member” or other appropriate term describing a member of the group insured.

The bracketed references will be appropriately modified to reflect grammatical form.

**Specific variable material** is noted by Marginal Notes. Specific variable material will be changed only as indicated in the Marginal Note explanations shown below. But, illustrative material that appears within specific variable material may be varied as described above.

#### Marginal Notes

1. If the grace period is increased, this item will be revised as follows:
  - (a) within 31 days of the Premium Due Date without being charged interest, and (b) within 32 to <60 – 120> days of the Premium Due Date with interest.
2. This item may be deleted in whole or in part.
3. This item may be deleted. It may also be revised to waive premiums for Long Term Disability Coverage only.

4. This item may be revised to delete any of the numbered or lettered items or to describe other reasons for premium rate changes.
5. This item may be revised to reflect limitations on premium rate changes. It will be revised to show the applicable time periods for each coverage as agreed to between Prudential and the Contract Holder. This item will never be modified to permit a change in premium rates for life insurance before the first 12 months.
6. This item may be revised to include a specific number of days notice that Prudential will give to the Contract Holder.
7. This item may be deleted in its entirety if the Contract Holder is not entitled to premium refunds. When this item is included, it may be revised as follows:
  - The last sentence of the first paragraph may be deleted.
  - The first sentence of the second paragraph may be deleted, or replaced with the following sentence: “Each premium refund will be applied toward the premium then due.”
  - The provision for leaving premium refunds with Prudential to accumulate may be deleted.
  - The provision for leaving premium refunds with Prudential to accumulate may be revised as follows:
    - (a) “Contract year” may be replaced by a different duration.
    - (b) The guaranteed interest rate may be a higher rate, based on then prevailing market interest rates.
8. This item may be revised as follows:
  - Any termination condition not appropriate to the case may be deleted or modified.
  - The termination conditions may be set forth without reference to the Group Contract Schedule.
  - References to delegated Administrator may be deleted.
9. This item may be deleted.
10. This item may be deleted or may be revised to delete references to class of risk or age or delegated third party Administrators.

11. This item may be deleted in whole or part depending on the Other Goods and Services that are included under the Contract as well as who is providing the services. It may also be revised to add other goods and services.